

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

ATTACHMENT H

City of Milpitas
Planning Department
455 E. Calaveras Blvd.
Milpitas, CA 95035

SPACE ABOVE THIS LINE FOR RECORDER'S USE

JOINT PARKING AGREEMENT

This JOINT PARKING AGREEMENT ("Agreement") is entered into and effective October ____, 2006 between Everlasting Private Foundation, owner of 1494 California Circle, Assessor Parcel # 022-37-011-00 and Everlasting Private Foundation, owner of 1600 California Circle, Assessor's Parcel # 022-37-12-00 and the City of Milpitas:

RECITALS

A. WHEREAS, pursuant to Section 53.07 of the Milpitas Municipal Code, the City of Milpitas specifies criteria which must be met in order to utilize off-site joint parking agreements to satisfy on-site parking requirements.

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties as herein expressed, Everlasting Private Foundation, owner of 1494 California Circle, Assessor Parcel # 022-37-011-00 and Everlasting Private Foundation, owner of 1600 California Circle, Assessor's Parcel # 022-37-12-00 and the City of Milpitas ("City") agree as follows:

1. Everlasting Private Foundation, the owner of the property located at 1494 California Circle agrees to provide Everlasting Private Foundation, the owner of the property located at 1600 California Circle with the right to use of the parking spaces on Sunday from the hours of the day shown on Exhibit A to this Agreement on the property located at 1494 California Circle.

2. Everlasting Private Foundation, the owner of the property located at 1600 California Circle agrees to provide Everlasting Private Foundation, the owner of the property located at 1494 California Circle with the right to use of the parking spaces on Monday through Friday from the hours of the day shown on Exhibit A to this Agreement on the property located at 1600 California Circle.

3. The parking spaces referred to in this Agreement have been determined to conform to current City of Milpitas standards for parking spaces, and the parties agree to maintain the parking spaces to meet those standards.

4. The parties understand and agree that if for any reason the off-site parking spaces are no longer available for use by either Everlasting Private Foundation for 1494 California Circle or Everlasting Private Foundation for 1600 California Circle will be in violation of the Milpitas Municipal Code requirements. If the off-site parking spaces are no longer available, Applicant will be required to cease operation and use of the property at Applicant's address or reduce such use to an intensity approved by the City in order to bring the property into conformance with the Milpitas Municipal Code parking requirements. Applicant agrees to waive any right to contest enforcement of the Milpitas Municipal Code in this manner should this circumstance arise. Although the Applicant may have recourse against the Party supplying off-site parking spaces for breach of this Agreement, in no circumstance shall the City be obligated by this Agreement to remedy such breach. The Parties acknowledge that the sole recourse for the City if this Agreement is breached is against the Applicant in a manner specified in this paragraph, and the City may invoke any remedy provided for in the Milpitas Municipal Code to enforce such violation against the Applicant.

5. Title to, and the right to use the lots upon which the parking is to be provided will be subservient to the title to the property where the primary use it serves is situated.

6. the property or portion thereof on which the parking spaces are located will not be made subject to any other covenant or contract for use which interferes with the parking use, without prior written consent of the City.

7. This Agreement is in perpetuity and can only be terminated if replacement parking has been approved by the City's Planning Director and written notice of termination of this Agreement has been provided to the other party at least sixty (60) days prior to the termination date. Notwithstanding the foregoing, the agreement shall terminate automatically if Parties Supplying Parking transfers its interest in the property.

8. This Agreement shall be kept on file in the Office of the City Clerk of the City of Milpitas and shall be recorded on the titles of those properties referenced in paragraph 1 of this document.

In witness whereof, the undersigned have executed this Agreement

EVERLASTING PRIVATE FOUNDATION FOR 1494 CALIFORNIA CIRCLE

DATED: 10-16-06 BY: *Ann H. Chan*

EVERLASTING PRIVATE FOUNDATION FOR 1600 CALIFORNIA CIRCLE

DATED: 10-16-06 BY: *Ann H. Chan*

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Clara } ss.

On October 18, 2006 before me, Susan Song, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Annie M.H. Chan
Name(s) of Signer(s)

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Susan K Song
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Joint Parking Agreement

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: Annie M.H. Chan

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

CITY OF MILPITAS, a Municipal Corporation

BY: _____

AS TO FORM

BY: _____